delivery, elevation, * * * and handling of property transported". The carrier's services as warehouseman are therefore a part of the "transportation" by the words of the act itself, and its duties and liabilities as such warehouseman are determined by the Act. *C. C. C. & St. L. Ry.* v. *Dettlebach,* 239 U. S. 588, 14 MICH. L. REV. 497. In that case the carrier's liability for goods destroyed while in its possession as warehouseman was limited to the value agreed in the bill of lading. It is also clear that with respect to the services governed by the Federal Statute, the parties are not at liberty to alter the terms of service as fixed by the filed regulations. *Kansas So. Ry.* v. *Carl,* 227 U. S. 639; *Chi. Alton Ry.* v. *Kirby,* 225 U. S. 155; *Atchison etc. Ry.* v. *Robinson,* 233 U. S. 173. It would seem therefore that the terminal services incident to an interstate shipment are within the Act, and the conditions of liability while the goods are retained in the warehouse, are stipulated in the bill of lading under the filed regulations, the conditions thus fixed are controlling until *actual* delivery of the goods to the consignee, and the parties cannot substitute therefor a special contract. In arriving at this conclusion, the court extends the doctrine of the *Dettlebach* case, but the decision is undoubtedly in harmony with previous cases.

CARRIERS—CONNECTING CARRIER NOT LIABLE UNDER BILL OF LADING ISSUED BY IT.—Plaintiff delivered sheep for interstate shipment to the X railway, which issued a bill of lading to plaintiff. The X railway delivered the sheep to the defendant, a connecting carrier, to whom the first bills of lading were surrendered, and new bills of lading were issued by the defendant. The shipment was damaged while in the hands of the subsequent connecting carrier. The plaintiff sued defendant carrier for the loss, contending that by issuing new bills of lading the defendant had become an "initial" carrier within the meaning of the CARMACK AMENDMENT, and hence was liable for losses occurring anywhere en route. But the court *held,* that the "initial" carrier within the meaning of the act is the one first receiving the property for interstate shipment; and that the purpose of the act—to localize responsibility—would be defeated if every connecting carrier who saw fit to issue a new bill of lading could be held liable as an initial carrier merely by issuing such bill of lading. *Looney* v. *Oregon Short Line Co.,* (Ill. 1916) 111 N. E. 509.

The Appellate Court (192 Ill. App. 273) had held the defendant liable as an initial carrier within the meaning of the CARMACK AMENDMENT. The reversal of this decision by the Illinois Supreme Court, brings the case in accord with *Hudson* v. *Chi. St. Paul, etc., Ry.,* 226 Fed. 38. See 14 MICH. L. REV. 243.

CARRIERS—RECONSIGNING CONNECTING CARRIER AS INITIAL CARRIER.—X made an interstate shipment of potatoes. The consignee having failed to honor drafts drawn on him, X ordered the potatoes to be reconsigned to the plaintiff, while they were in the hands of the defendant, a connecting carrier. The defendant agreed to reconsign the potatoes to the

plaintiff, and the original bill of lading was indorsed by the defendant, consigning the shipment to the plaintiff. The shipment was lost somewhere en route, and the plaintiff sought to hold the defendant liable as an initial carrier. The court *held,* that the consignor had a right to stop the shipment *in transitu* and reconsign the shipment to the plaintiff, and that by such a reconsignment a new shipment originated on the lines of the defendant; further, the only contract of carriage in existence was made by the defendant, and this constituted it an initial carrier. *Myers & Co.* v. *Norfolk Southern Ry.* (N. C. 1916), 88 S. E. 149.

There is no question as to the right of a consignor after he has exercised the right of stoppage *in transitu,* to divert the shipment from the original destination, and order the goods to be rebilled to another point. *Atkinson etc. Ry* v. *Schrener,* 72 Kan. 550; *Ryan* v. *Great Northern Ry. Co.,* 90 Minn. 12; *Strahorn* v. *Ry.,* 43 Ill. 424. The CARMACK AMENDMENT defines the "initial" carrier to be "any common carrier, railroad, or transportation company receiving property for transportation from a point in one state to a point in another." The original shipment having been put to an end by the exercise of the right of stoppage *in transitu,* and a new contract of shipment having been made by rebilling the goods to a new destination, the principal case seems logical in holding that since this new shipment originated on the lines of the defendant, the defendant is an "initial" carrier within the meaning of the Act. The principal case is not in conflict with *Looney* v. *Ore. Short Line Co.,* 111 N. E. 508, noted above, or with *Hudson* v. *Chi. St. P. R.,* 226 Fed. 38, where the connecting carrier, issuing new bills of lading on its own initiative on a through shipment, was held not to be an "initial" carrier.

CARRIERS—WAIVER OF NOTICE AS DISCRIMINATION.—The plaintiff made interstate shipments of watermelons under bills of lading containing a provision that notice of claims for loss or damage should be made in writing within ten days after delivery, and if no claim was made within the time specified no carrier should be liable in any event. The property deteriorated through unnecessary delay in transportation, and the plaintiff brought this action for damages. The defendant contended that it was not liable as no claim for damages had been presented within the time specified in the bill of lading. Plaintiff contended that although no notice was given within the ten days as per bill of lading, yet the defendant had waived the right to insist on this defense, because the defendant had actual notice at the time of the loss, and also because when a claim was presented *after* the ten-day period, the defendant had received the claim without protest and had refused to pay, not on the ground that the claim had not been filed within the stipulated time, but only on the ground that it was not responsible for the delay in delivery which was the cause of the loss. *Held,* that the provision of the CARMACK AMENDMENT against unjust discriminations relates not only to the inequality of charges and inequality of facilities, but also to the giving of preferences by means of consent judgments or the waiver of defenses open to the carrier; and that